REVENUE SECRETARIAT

Notification No. RD 73 LRA 78 (P) II

Bangalore, dated 30th May/1st June 1979.

In exercise of the powers conferred under sub-section (3) of Section 48 of the Karnataka Land Reforms Act 1961 (Karnataka Act No. 10 of 1962), as amended and in partial modification of Government Notification No. RD 73 LRA 78 (P) dated 26th December 1978 the Government of Karnataka hereby re-constitute the Tribunal of Gubbi Taluk, Tumkur District as under :

1.	Assistant Commissioner, Tumkur	Chairman
2.	Sri G.C. Dayananda S/o Sri G. Channabasappa, Fort, Gubbi	Member
3.	Sri G.L. Narasiyappa, Municipal Councillor, Gubbi	do
4.	Sri Doddaiah, Ex-Panchayat Vice-Chairman, M.N. Kote, Nittor Hobli, Gubbi taluk	do
5.	Sri Huchappa, Retd. H.C. Kallur, Gubbi taluk ...	do

By Order and in the name of the Governor of Karnataka,

H. N. RANGANATHAN,
Asst. Spl. Officer for Land Reforms & Ex-officio
Under Secretary to Government,
Revenue Department.

1214—S. O. 1520

COMMERCE AND INDUSTRIES SECRETARIAT

Notification No. CI 32 MPN 79

Bangalore, dated 23rd March 1979

In pursuance of sub-section (1) of Section 5 of the Mines and Minerals (Regulation and Development) Act, 1957, the Government of Karnataka hereby sanctions a Prospecting licence in favour of Shri S. J. Mushtaq Ahmed for corrundum for a period of 1 (One) year over an area of 200 acres (80.94 hectares) of land in Jyagadakote village, Taluk H D. Kote, District Mysore as per sketch furnished by the Director of Mines and Geology, Bangalore.

The grant of the above Prospecting Licence is subject to the terms and conditions are appended hereunto.

Terms and Conditions

1. The licence shall be operative for a period of One year with effect from the date of execution. The option to renew the licence for a further period shall be reserved to Government.

2. The licensee shall pay to Government a Prospecting fee of Rs. 2-50 per hectare of the land covered by the licence for each year or portion of a year.

3. The quantity of ore to be removed under this licence both on payment of royalty and free of royalty, shall be in accordance with the limits prescribed under rule 14 (ii) and (iii) and under schedule III respectively of the Mineral Concession Rules, 1960. The royalty payable on the Minerals shall be in accordance with the rates prescribed in Second Schedule to the Mines and Minerals (Regulation and Development) Act, 1957 and as amended from time to time.

4. The licensee shall make available to the Government of India beryl or any other 'substance prescribed' under Section 3 of the Atomic Energy Act No. XXIX of 1948 if they occur in the property under licence;

5. The licensee shall be subject to the rules issued under Sections 13 and 18 of the Mines and Minerals (Regulation and Development) Act, 1957 (No. 67 of 1957)

6. If any other mineral is traced during the course of prospecting, the licensee shall report about the same to the Director of Mines and Geology and shall not work such minerals without obtaining prior permission of Government;

7. The licensee shall furnish an accurate final map of areas covered by the licence together with a description, giving the situation and boundaries of the areas duly attested by the licensee. The Director of Mines and Geology is authorised to get the accurate final map with survey numbers etc., prepared and demarcation done before executing the licence if the licensee so desired and to recover the cost of the same from the licensee;

8. The licensee shall, before the deposit is returned to him submit confidentially to the Director of Mines and Geology from time to time or wherever required a full report of the work done by him and disclose all information acquired in the course of the operations carried on under the licence regarding the geology and mineral resources of the area covered by the licence;

9. The licensee shall allow any officer authorised by the Central or the State Government to inspect at any time the area covered by the Prospecting licence as also any accounts, plans and records maintained by him;

10. The licensee shall before the licence is issued to him deposit as security a sum of Rs. 200 in respect of every square kilometers or part thereof for which the licence is granted for the due observance of the terms and conditions of the licence.

11. The licensee shall engage a qualified geologist or a mining engineer to conduct the prospecting methodically;

12. The licensee shall not give any ore-raising contract during the prospecting stage;

13. The above mentioned area is subject to verification after actual survey; and

14 Local and other Cesses as prevalent in Mysore District

By Order and in the name of the Governor of Karnataka.

T. ASHTA MURTHY,
Under Secretary to Government,
Commerce and Industries Department.

727—S. O. 1521

GOVERNMENT OF KARNATAKA

SOCIAL WELFARE AND LABOUR SECRETARIAT

Labour Dispute:—Industrial dispute between the workmen and the management of M/s. Karnataka Land Army Corporation Ltd., No. 32, Sanky Road, Bangalore 52.

Award of the Presiding Officer, Additional Labour Court, Bangalore Published.

Read the following papers:

1. Letter No. 892/78-79, dated 3rd March 1979 from Sri N. P. Kempe Gowda, Presiding Officer, Additional Labour Court, Bangalore.

BEFORE THE PRESIDING OFFICER ADDITIONAL LABOUR COURT, BANGALORE

Dated 28th day of February 1979.

PRESENT:

Shri N. P. Kempe Gowda, B.A., LLB.,
Presiding Officer.

Reference No. 27 of 1978.

First Party:—

Shri Abdul Mujib Pasha Major, R/o IV Cross, New Meena Masid, Mattadahalli, Munireddy Palya, Bangalore-6.

Vs.

II Party:—

Management of M/s. Karnataka Land Army Corporation Ltd., No. 32 Sankey Road, Bangalore-52.

Appearances:

Sri S. John Ravi, Advocate, for the first party.

None for the second party.

AWARD

1 An industrial dispute involving the following points has been referred to this court by the Government of Karnataka in their Order No. SWL 276 LLD 77 dated 6th May 1978 for adjudication.

" I. Is the management of Karnataka Land Army Corporation Ltd. No. 32, Sankey Road, Bangalore-52, justified in terminating the services of Shri Abdul Mujib Pasha with effect from 29th October 1976 ?

II. If not, to what relief the said workman is entitled ?"

2 In this court, the first party filed his claim statement and the second party filed their counter. Including the first party three witsness were examined on his side. While on behalf of the second party one witness been examined and two documents are marked in evidence, Agrements addressed has been heard.

3 The first party olaims that he was appointed as a Mechanic in the Workshop of the second party at Bangalore in August 1975, that he had been rendering faithfully and sincerely services to the satisfaction of his employer, that on 29th October 1976 for no reason at all and without giving him any notice and holding any enquiry, his services were illegally and improperly terminated by the second party that on account of termination of his services. he has been put to great loss and misery. That though he agitated the matter before the Conification Officer due to the refusal of the second party to concede to his request for reinstatment and back wages, it fell through, and that therefore, this reference came to be made to this court for affording him the relief of reinstatment and grant of all benefits incidental and consequential to such reinstatement. According to the second party, the first party workman was purely temporary rnd he had been made known that his services were liable to be terminated without any notice and without assigning any reasons. It is also their case that the work of the first party was most unsatisfactory and on account of his negligence much loss was caused to the second perty. It is also their case that in the matter of repair of an Escort Tractor bearing No. MYP 5779, the first party workman and the Foreman of the Workshop were guilty of grave misconduct and cheating in that the repair effected was most unsatisfactory and they had unauthorisedly kept back one now piston given for replacement of the old one in the tractor and this eventually resulted in loss of Rs. 15,000 to the second party on account of the break down of the said tractor It is their further case that on oral enquiry was held with respect to this matter and the first party admitted having replaced only one new piston and therefore he along with the Foreman were dismissed from service. It is asserted by the second party that the termination of the services of the first party is not

illegal or *mala fide*, that it is justified and proper, that the first party is not entitled for any reinstatement or wages and that therefore, his claim should be rejected.

4. At the time of the proceedings in this court, no attempt was made by the second party to show that a domestic enquiry had been held with respect to the alleged mis-conduct of first party and that enquiry is legal and proper. In fact, there is no record about holding any such enquiry. What WW-2 Sri R. S. Wodeyar, Army Officer who came to appoint the first party and also dismissed him, stated is that he held a summary oral enquiry as thet do in the military and and after being satisfied about the misconduct of the first Party, he dismissed him. To the same effect is also the evidence of the Army Officer MW-1 D. G K. Chetty. But this court cannot recognise any such oral enquiry. It can hardly be said that the enquiry was proper and legal. Therefore, no attempt was also made in this court to justify that enquiry. The second party, therefore, proceeded to lead evidence concerning the miscodduct of the first party Therefore, this court has to decide on the basis of the material on record, the points of dispute referred for adjudication.

5. There is no dispute on the point that the first party and been employed as a Vehicle Mechanic in the Workshop of the second party and the work of repairing the vehicles of the second party used to be entrusted to him. As I have already pointed out the case of the second party is that the work of the first party was unsatisfactory and at times he was even negligent. This has been denied by the first party. But the evidence produced by the first party himself is contradictory on this point. He, as WM-3 no doubt asserted that he was satisfactorlly rendering his services and there was no memo or show cause notice issued to him complaining about bad work. But WW-2 R. S. Wodeyer, the Joint Director (Administration) of the second party under whom he was working and whom he also thought fit to examine as his witness, has stated in examination in cqief itself that he had found the work of the first party workman unsatisfactory on a number of occasions and had warned him orally. He has also stated that he had issued a memo once on 25th September 1976. It has come in the evidence of MW-1 and the first party workman that Ex. M-2 is the memo that he had issued. There is absolutely no reason to disbelieve WW-2, who was an Army Officer. It may be that he was not in the habit of issuing memos or show cause notice. Even when he dismissed the first party workman, he did not prepare any record. WW-1 Put'appa a He per working with the first party workman denied knowledge about any memo or notice issued to the first party for bad work. In my view, the evidence of WW-2 coupled with Ex. M-2, show that the work of the first party workman under second party was not quite satisfactory.

6. But the main reason for terminating the services of the first party relied upon by the second party, in his alleged misconduct and negligence in the matter of effecting repairs to a motor tractor and it is admitted by the first party workman himself that he had been entrusted with the work of repairing a Tractor bearing MYP 5779 and he did repair that tractor. It is clearly borne out from the evidence that for the purpose of effecting repairs to that tractor two new pistons had been purchased and supplied. According to the first party workman only one new piston was used by replacing the old one and the other new rod was surreptitiously kept back by the workman and the foreman and one old piston was actually left in the tractor. In the cross-examination of the first party himself, it is brought out that one new piston given for repairs has not been actually used, but the old piston itself had been used. But according to him one of the new pistons was defective and when he brought this to the notice of the Forman, the latter told him to fixe the old piston itself to the vehicle and he did so accordingly. But wa cannot believe him in this regard. Admittedly he had given a petition as per Ex-M, 1 to WW-2 after his dismissal. In this document, he has stated that the piston which existed was slightly oversize and it was causing the ceasing of the engine. He has further stated that on due replacement of the oversize piston with the correct size piston the engine functioned well and the tractor was fully rectified. He has also stated that the replaced oversize piston was kept in the workshop itself and he had forgotten to bring that fact to the notice of his superior Officer on account of heavy work and urgency. He has not stated that one of the new pistons was defective and therefore it had been kept back and the old one itself was used instead. His say that on the assurance that they would reinstate him Ex. M-1 was taken, cannot be believed. It is seen from Ex, M-1 itself that he had sent it by registered post acknowledgment due. We have also in the evidence of WW-2 that on 29th October 1976 when MW-1 came from Chellekere where the repaired tractor had been sent for work, and reported about the break down of that tractor due to non-replacement of an old piston as told by the Driver of that tractor, he called the first party workman and the foreman and questioned. He has further stated that when he thus questioned, they both came forward with the statement at first that both the new pistons had been used to fit the same in the tractor, but when he asked them to bring the removed old pistons. they brought one new and one old and they admitted that one new piston was not used. There is no reason to disbelieve him especially when the first party himself chose to examine him as his witness, evidently having confidence in his impartiality. It is, therefore obvious that while reparing the above said tractor, the first party workman and the Foreman had wilfully kept back one new piston and had used old piston itself in the repair. The only reasonable inference for keeping back that new piston is that they

interded to dispose it off and make some gain Thus their dishonest intention is manifest in their act. We have the evidence of WW-2 and also MW-1 that on account of bad workmanship in reapairing the above said tractor and especially in fitting an old piston to it though new one had been supplied the tractor broke down a few days after it was put to used and thus resulted in a loss of about Rs. 15,000 to the second party, I see no reason to disbelieve them:

7 It is also significant to note that even though the Foreman was also dismissed from service for the same reason, he has not chosen to raise any dispute over that matter. The fact that WW-2 held an oral enquiry on 29th October 1976 and the first party workman made admissions of his guilt in the matter of repair to the trator is spoken to by the said WW-2 and also MW-1. Even in Ex. M-1 the first party workman has stated that he was asked to explain about the repairs done to the tractor on that day, but due to worked mine and confusion, he does not remember what all he answered. This clearly shews that he was enquired and he had admitted his misconduct with respect to the repair of the tractor.

8 In my view, the conduct of the first party workman in having not used a new piston given to him while repairing a tractor and instead using an old one, evidently with a view to make wrongful gain to him is a grave misconduct in dicating dishonest intention on his part. It also appoart to me that he intended to misappropriate a new piston to make wrongful gain to himself or wrongful loss to the second party management. His misconduct resulted in heavy loss to the second party. Therefore, in my opinion, his dismissal from service on account of such misconduct is justifiable,

9 The first party workman has admitted that his appoinment was temporary and his appointment order it is stated that his services can be terminated without giving any reason and he had also given a written undertaking to the second party in that behalf. Under these circumstances, in the dispute referred for adjudication, I hold on point No. 1 that the management of the Karnataka Land Army Corporation Ltd., 32 Sankey Road, Bangalore-52, is justified in terminating his services with effect from 29th October 1976. Consequenty finding on point No. 2 in that the first party is not entitled to any relief The reference is answered accordingly.

N. P. KEMPE GOWDA,
Presiding Officer,
Additional Labour Court Bangalore.